

Jefferson-Pilot
Life Insurance Company
P.O. Box 21008
101 North Elm Street
Greensboro, North Carolina 27420

This Policy Provides Disability Income Coverage
And Is Non-Cancellable And Guaranteed Renewable
To Age 65 Without Change In Premium

Jefferson
Pilot

(Called Jefferson-Pilot in this Policy)

Jefferson-Pilot hereby insures you against loss due to Total Disability as defined herein and to the extent provided in this policy. All of the provisions on this and the following pages are a part of this policy.

**NONCANCELLABLE AND GUARANTEED RENEWABLE
TO AGE 65 AND CONDITIONALLY RENEWABLE
THEREAFTER TO AGE 70**

Until the end of the policy term on or after you become age 65:

- (1) you have the right to renew this policy by payment of the premium when due;
- (2) Jefferson-Pilot cannot cancel this policy for any reason;
- (3) Jefferson-Pilot cannot change the premium rate.

You can continue this policy after age 65, if you are regularly employed at least 30 hours per week, but not beyond the policy term on or after your 70th birthday. Premiums payable after your 65th birthday will be based on Jefferson-Pilot's rates then in effect for your age, sex and occupation.

If Jefferson-Pilot accepts a premium after age 70, this policy will stay in force until the end of the period that premium covers.

NOTICE — PLEASE READ

This policy was issued on the basis of information furnished in your application. A copy of your application is attached. It is part of the policy. Write to Jefferson-Pilot Life Insurance Company at Greensboro, North Carolina, if:

- (1) To the best of your knowledge and belief any information shown on your application is not correct and complete; or
- (2) Any information in regard to your medical history has been left out.

NOTICE OF TEN DAY RIGHT TO EXAMINE POLICY

This policy is a legal contract between you and Jefferson-Pilot. Read it carefully. If this policy is returned to Jefferson-Pilot or any Jefferson-Pilot agent or agency within 10 days after it is received, all premiums paid will be refunded. The policy will be void from the beginning.

SMITH MEN

READ YOUR POLICY CAREFULLY

WJ-576A

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DEFINITIONS

Total Disability means during the first 5 years of a period of total disability that, because of Sickness or Injury, you are:

- (1) unable to perform the substantial and material duties of your occupation; and
- (2) you are not actually engaged in any other occupation.

After you have been totally disabled for a period of 5 years, you will be considered totally disabled if you are unable to perform the duties of any occupation for which you are qualified by education, training or experience, with due regard to your earnings before disability started.

You And Your means the Insured named in the Schedule.

Elimination Period means a number of days at the beginning of a Period of Total Disability during which no benefits will be paid under this policy. The Elimination Period is shown in the Schedule.

Maximum Benefit Period means the maximum time for which benefits will be paid for any one Period of Total Disability.

Doctor means any medical practitioner other than yourself that is:

- (1) duly licensed under applicable law; and
- (2) acting within the scope of his license.

Period of Disability means a period of Total Disability which begins on the date you are first treated by a Doctor or cease employment, whichever is later, and ends on the last date you are treated by a Doctor or resume employment, whichever is earlier.

Military Service means service that is scheduled for or actually lasts for more than 60 days in a row in any army, navy, air force, marine corps, coast guard or any other military branch of any country or combination of countries.

Sickness means sickness or disease which is first manifested after the effective date of this policy and while this policy is in force.

Injury means bodily injury sustained in an accident which occurs while this policy is in force.

Monthly Benefit means the amount shown in the Schedule or 1/30 of such amount for each day of any Period of Total Disability that does not equal a whole month.

War means any act of war, whether declared or undeclared.

The Care of a Doctor means medically necessary care and treatment of the Sickness or Injury causing disability. Care is not required after it is medically determined that further medical care or treatment will not alleviate your disability.

BENEFIT PROVISIONS

Benefits for Total Disability Due to Injury

If Injury results in continuous Total Disability, Jefferson-Pilot will pay the Monthly Benefit as shown in the Schedule for each month during a Period of such Total Disability which:

- (1) begins while this policy is in force;
- (2) is longer than the Elimination Period;
- (3) begins not later than 90 days after the date of the accident in which the Injury is sustained;
- (4) requires that you be under the Care of a Doctor; and
- (5) does not exceed the Maximum Benefit Period for Injury shown in the Schedule.

However, a Period of Total Disability due to Injury will be considered to result from Sickness with benefits payable as such if the Period of Total Disability begins more than 90 days after the date of the accident in which the Injury was sustained.

Benefits for Total Disability Due to Sickness

If Sickness results in continuous Total Disability, Jefferson-Pilot will pay the Monthly Benefit as shown in the Schedule for each month of a period of such Total Disability which:

- (1) begins while this policy is in force;
- (2) is longer than the Elimination Period;
- (3) requires that you be under the Care of a Doctor; and
- (4) does not exceed the Maximum Benefit Period for Sickness shown in the Schedule.

In no event will benefits be payable for both Injury and Sickness at the same time.

Increase in Benefits

After you have received benefits for Total Disability for 12 consecutive months, your Monthly Benefit will be increased during the continuance of that Period of Disability up to your

65th birthday. The increase will be 3% of the Monthly Benefit shown in the Schedule for each successive 12 month Period of Total Disability after the first Period. The benefit payable will not be increased for the part of any Period of Total Disability beyond your 65th birthday.

The Monthly Benefit paid for each separate Period of Total Disability will be the amount of Monthly Benefit shown in the Schedule subject to increases for that Period as indicated above.

Recurring Disabilities

You may have more than one Period of Total Disability. If a Period is due to the same or related causes and begins while this policy is in force, it will be considered a continuation of the prior Period unless:

- (1) a Monthly Benefit was not payable for the prior Period, or
- (2) the Periods are separated by at least 6 consecutive months throughout which you were employed full time in your regular occupation.

Loss of Sight, Speech or Use of Two Members

If as a result of Injury or Sickness you suffer the total and irrecoverable loss of the sight of both eyes, speech, or use (by severance or otherwise) of both hands, feet, or one hand and one foot, (in a policy issued to a resident of South Carolina, loss of hands means the loss of four fingers entire) Jefferson-Pilot will:

- (1) waive the Elimination Period and medical care requirement; and
- (2) pay the applicable Monthly Benefit even though you may continue to be employed.

However, you may not receive benefits for such loss if you are eligible for benefits under any other provision of this policy.

Surgical Transplant

You may become Totally Disabled from the transplant of part of your body to the body of another. Jefferson-Pilot will consider such Total Disability as resulting from Sickness if the transplant occurs:

- (1) while this policy is in force; and
- (2) at least 6 months after the Effective Date.

However, you will not receive benefits for Total Disability due to a transplant if you are eligible for benefits under any other provision of this policy.

Waiver of Premium

If you become Totally Disabled for a continuous period of at least 3 months Jefferson-Pilot will:

- (1) waive premiums that come due during the disability; and
- (2) refund any payments made for premiums due during the disability.

Jefferson-Pilot will continue to waive premiums under this policy until you are no longer Totally Disabled or benefits are no longer payable, whichever is earlier. But no premium due on or after your 65th birthday will be waived or refunded.

While premiums are waived, this policy stays in force even though you do not pay premiums. Once premiums are no longer waived, this policy stays in force until the next premium due date. At that time premiums again become payable.

LIMITATIONS AND EXCLUSIONS

There are some disorders that will be considered caused by Sickness instead of by Injury for the purpose of Total Disability. The following may entitle you to Total Disability due to Sickness and not Injury:

- (1) disease or medical or surgical treatment of a disease;
- (2) infection, other than an infection that causes pus to form and is caused by an accidental cut or wound; and
- (3) any kind of hernia, however caused.

This policy does not cover any loss caused by:

- (1) War;
- (2) self-inflicted Injury that is intentional;
- (3) any Injury or Sickness occurring while you are in the Military Service (other than active duty for training purposes only for less than 60 days);
- (4) normal pregnancy or resulting childbirth.

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SUSPENSION DURING MILITARY SERVICE

Jefferson-Pilot will suspend this policy if you enter Military Service, except for training purposes for 2 consecutive months or less. However, you must request it in writing to Jefferson-Pilot. Jefferson-Pilot will refund, on a pro-rata basis, any premiums you paid during a period you were not covered because of active Military Service.

If your active duty is less than 5 years, you may reinstate this policy.

You must make a written request to Jefferson-Pilot for reinstatement:

- (1) within 60 days after your release; and
- (2) pay the pro-rata premium. The pro-rata premium should cover the time since your release until the premium due date that next follows the date your request is received.

You will not have to prove you are still insurable.

GENERAL PROVISIONS

Consideration, Effective Date, Term:

This policy is issued in consideration of:

- (1) the application which is a part of this policy; and
- (2) the payment of the Initial Premium shown in the Schedule.

The effective date shown in the Schedule is:

- (1) the date on which the policy becomes effective and coverage begins; and
- (2) the date from which the policy term commences.

Coverage lasts for the Term shown in the Schedule and renewal premiums are due at the beginning of each successive Term. The policy is renewable as provided in the renewal provision on the face page.

Entire Contract: Changes:

This policy with the application and attached papers, if any, is the entire contract between you and Jefferson-Pilot. No change in this policy will be effective until approved by an Executive Officer of Jefferson-Pilot. This approval must be attached to this policy. No agent may change this policy or waive any of its provisions.

Incontestability:

- (1) Jefferson-Pilot relies on the statements you make in your application. Jefferson-Pilot will not contest those statements after this policy has been in effect for 2 years during your lifetime. Any length of time you are disabled is excluded in computing this 2 year period.
- (2) If disability starts or a loss is incurred more than 2 years after the Effective Date, Jefferson-Pilot will not reduce or deny the claim on the ground that a Sickness or physical condition existed before this policy's effective date. This does not apply to any Sickness or physical condition excluded from coverage by name or specific description.

Grace Period:

This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force.

Reinstatement:

If a renewal premium is not paid before the grace period ends, this policy will lapse. Later acceptance of the premium by

Jefferson-Pilot (or by an agent authorized to accept payments), without requiring an application for reinstatement, will reinstate the policy. If an application is required by Jefferson-Pilot or such agent, you will be given a conditional receipt for the premium paid. If the application is approved, the policy will be reinstated as of the approval date. If it is disapproved, Jefferson-Pilot will inform you in writing within 45 days after the date of the conditional receipt. Failure to so inform you will result in the policy being reinstated upon such 45th day.

The reinstated policy will cover only loss due to Injury sustained after the date of reinstatement or Sickness which begins more than 10 days after the date of reinstatement. In all other respects your and Jefferson-Pilot's rights will remain the same as they were just before the policy lapsed, subject to any riders or endorsements added at the time of reinstatement.

Notice of Claim:

Written notice of claim must be given within 30 days after any covered loss starts or soon afterwards as is reasonably possible. The notice can be given to Jefferson-Pilot at its Home Office, or to Jefferson-Pilot's agent. Notice given by or for you with your name or policy number and address shall be considered notice.

Claim Forms:

When Jefferson-Pilot receives the notice of claim, it will send you forms for filing proof of loss. If the forms are not sent to you within 15 days, you will meet the proof of loss requirement if you give Jefferson-Pilot a written statement of the nature and extent of the loss within the time limit stated in the Proofs of Loss Section.

Proofs of Loss:

Written proof of loss must be given within 90 days after the end of each period for which Jefferson-Pilot is liable for periodic payments for a continuing loss. For any other loss, written proof must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, Jefferson-Pilot shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless you were legally incapacitated.

Time Payment of Claims:

As soon as written proof of disability is received, Jefferson-Pilot will pay monthly all benefits then due for which Jefferson-Pilot is

liable. Benefits for any other loss covered by this policy will be paid as soon as Jefferson-Pilot receives proper written proof.

Payment of Claims:

While you are alive, all benefits will be paid to you. Any accrued benefits unpaid at death will be paid to your beneficiary or estate.

If benefits are payable to your estate or a beneficiary who can not execute a valid release, Jefferson-Pilot can, at its option, pay benefits up to \$1,000 to:

- (1) someone related to you; or
- (2) someone related to your beneficiary by blood or marriage whom Jefferson-Pilot considers to be entitled to the benefits.

Jefferson-Pilot will be fully discharged to the extent of any such payment made in good faith.

Physical Examinations and Autopsy:

Jefferson-Pilot has the right to have you examined as often as reasonably necessary while a claim is pending. Any such examination will be at Jefferson-Pilot's expense. It may also have an autopsy made unless prohibited by law.

Legal Actions:

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after 3 years (6 years in South Carolina and Kansas) from the time written proof of loss is to be given.

Misstatement of Age:

If your age has been misstated, the benefits will be those the premium paid would have purchased at the correct age. If no coverage would have been issued, Jefferson-Pilot will refund the premium paid.

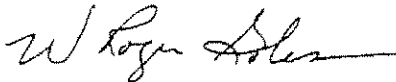
Conformity with State Statutes:

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date is amended to conform to the minimum requirements of such laws.

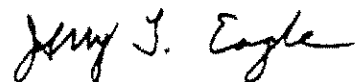
Refund of Premium at Death:

Jefferson-Pilot will refund that part of any premium paid which covers a period after your death except a premium which has been waived.

IN WITNESS WHEREOF Jefferson-Pilot Life Insurance Company has caused this policy to be signed by its Chairman of the Board and Chief Executive Officer and its Secretary.



Chairman of the Board
Chief Executive Officer



Secretary

Countersigned by
(When Required in State of Residence)

Licensed Resident Agent

WJEN

Complete in **ALL** Cases**Medical Disclosure Authorization**

or the purpose of underwriting this application for Insurance, I authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of the proposed insured or their health to give Jefferson-Pilot Life Insurance Company and its reinsurers such information. I also authorize the foregoing, except for the Medical Information Bureau, to give such information to any Consumer Reporting Agency acting on behalf of Jefferson-Pilot. I further authorize Jefferson-Pilot Life to give all such information to my personal physician upon request and I waive any privilege to such information. This authorization shall be valid for 30 months from this date and either I or my authorized representative may obtain a copy of this authorization. A copy of this authorization shall be as valid as the original.

Signature *Christopher Kenney*
Proposed InsuredDate 3-19-90Signature *[Signature]*
Agent

Complete Only if Proposed Insured is a Resident of the State of Virginia

The undersigned Proposed Insured and agent certify that the Proposed Insured has read, or had read to him, the completed application and that he realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy.

Signature _____
Proposed Insured

Date _____

Signature _____
Agent**Benefits Applied For — Agents Use — Show only benefits available on Policy applied for:**

Policy Form <u>WJ-576</u>	Monthly Benefit <u>\$ 2,125.00</u>	Elimination Period <u>90</u> days	Benefit Period Acc. <u>65</u> Sick <u>65</u>		Temporary Additional Benefit During 1st year of Disability \$
Total Premium <u>\$ 101.25</u>	Social Security Benefit <u>\$ 625.00</u>	Residual Disability Benefit <input checked="" type="checkbox"/> Yes	Surrender Value Benefit <input type="checkbox"/> Yes	Surrender Option <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV	Monthly Amount \$
MODE JAN <input type="checkbox"/> QR <input checked="" type="checkbox"/> DT SA <input type="checkbox"/> MO <input type="checkbox"/> SS	Guaranteed Insurability <input type="checkbox"/> Yes Premium \$		Partial Disability Benefit <input type="checkbox"/> Yes		
AMT. REMITTED <u>101.25</u>	Other (Specify) <u>OPTION TO INC. BENEFITS</u>		Other (Specify)		Sex <u>M</u> Class <u>34</u> Age <u>37</u>

MO. CHECK**Agent's Statement — Complete In All Cases**

- | | | | |
|---|---|--|---|
| 1) Did the applicant approach you for this application? (If "yes" give details under remarks) | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 8) If premium is to be paid on a bank draft, is a completed authorization and sample check enclosed? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2) Did you give the applicant an Outline of Coverage or description of the policy? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 9) Is this part of a mass billing plan? (If "yes" show case number and proposed effective date below) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3) Has the initial premium been paid and a conditional receipt been given the applicant? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 10) Please indicate applicant's telephone Number where he or she can be reached during the day <u>513-791-1185</u> | |
| 4) Do you know of any reason the application should not be favorably considered? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Remarks <u>EXAM. & SPECIMEN ORDERED</u> | |
| 5) Is a concurrent application for Life Insurance been submitted? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <u>3/19/90 THRU P.M.I.</u> | |
| 6) Is Third Party Ownership desired? (If "yes" complete Form WJ-1713) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 7) Does Proposed Insured have aviation activities other than as a passenger? (If "yes" complete Form WJ-1713) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

SCHEDULE

	FOR TOTAL DISABILITY DUE TO: INJURY	SICKNESS
MONTHLY BENEFIT	\$2,125.00	\$2,125.00
ELIMINATION PERIOD	90 DAYS	90 DAYS
MAXIMUM BENEFIT PERIOD *		
FOR A PERIOD OF CONTINUOUS TOTAL DISABILITY COMMENCING:		
-BEFORE THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 45TH BIRTHDAY	LIFETIME	LIFETIME
-ON OR AFTER THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 45TH BIRTHDAY AND BEFORE THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY	AGE 65	AGE 65
-ON OR AFTER THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY	24 MONTHS	24 MONTHS

*UNLESS THE MAXIMUM BENEFIT PERIOD IS 'LIFETIME', THE MAXIMUM BENEFIT PERIOD FOR ANY PERIOD OF TOTAL DISABILITY BEGINNING PRIOR TO THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY WILL NOT EXTEND BEYOND THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 65TH BIRTHDAY.

ADDITIONAL BENEFIT PROVISIONS INCLUDED, IF ANY:

WJ1527A SOCIAL SECURITY SUPPLEMENT BENEFIT \$625.00
WJ1817 RESIDUAL DISABILITY
WJ1756 COST OF LIVING INCREASE

INSURED CHRISTOPHER L KEARNEY

POLICY NUMBER H0-0493029

EFFECTIVE DATE MAY 28, 1990

TERM: 12 MONTH(S)

PREMIUM FOR EACH TERM UNTIL
AGE 65** \$1,212.01

NOTE: RENEWAL OF COVERAGE BEYOND AGE 65 MAY REQUIRE AN INCREASE IN THE RENEWAL PREMIUM AFTER AGE 65

1413A

SCHEDULE

	FOR TOTAL DISABILITY DUE TO: INJURY	SICKNESS
MONTHLY BENEFIT	\$1,375.00	\$1,375.00
ELIMINATION PERIOD	90 DAYS	90 DAYS
MAXIMUM BENEFIT PERIOD *		
FOR A PERIOD OF CONTINUOUS TOTAL DISABILITY COMMENCING:		
-BEFORE THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 45TH BIRTHDAY	LIFETIME	LIFETIME
-ON OR AFTER THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 45TH BIRTHDAY AND BEFORE THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY	AGE 65	AGE 65
-ON OR AFTER THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY	24 MONTHS	24 MONTHS

*UNLESS THE MAXIMUM BENEFIT PERIOD IS 'LIFETIME', THE MAXIMUM BENEFIT PERIOD FOR ANY PERIOD OF TOTAL DISABILITY BEGINNING PRIOR TO THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 63RD BIRTHDAY WILL NOT EXTEND BEYOND THE ANNIVERSARY DATE OF THIS POLICY NEXT FOLLOWING YOUR 65TH BIRTHDAY.

ADDITIONAL BENEFIT PROVISIONS INCLUDED, IF ANY:

WJ1527A SOCIAL SECURITY SUPPLEMENT BENEFIT \$225.00
WJ1817 RESIDUAL DISABILITY
W1756 COST OF LIVING INCREASE

RENEWAL

INSURED CHRISTOPHER L KEARNEY

POLICY NUMBER H0-0538069

EFFECTIVE DATE MAY 28, 1991

TERM: 12 MONTH(S)

PREMIUM FOR EACH TERM UNTIL
AGE 65** \$709.26

**NOTE: RENEWAL OF COVERAGE BEYOND AGE 65 MAY REQUIRE AN INCREASE IN THE RENEWAL PREMIUM AFTER AGE 65

WJ1413A